For the above reasons, we deny reconsideration of this issue.

E. Rate for a Loop Utilizing Digitally Added Main Line (DAML).

Supra

Supra maintains that our decision on this issue is based not on the record, but from a derivation of Hearing Exhibit 17, from which it concluded that "situations in which DAML equipment is actually deployed are minuscule." Supra believes we relied on the testimony of BellSouth witness Kephart in reaching our decision, but that witness Kephart's testimony was incorrect and later recanted. Supra also contends that we ignored confidential Hearing Exhibits 16 and 17 in arriving at our conclusion. Supra asserts that as a result of such clear error, it is entitled to reconsideration. By way of example, Supra notes that we ignored the fact that for each additional line provisioned via DAML, one old line, served by copper must be degraded onto DAML service to allow the new line to be provisioned.

Supra also believes that it has shown through the impeachment of witness Kephart, that there are several situations where DAML is more cost effective than alternative solutions. Supra also seeks clarification of our Order because the Order addresses the notification which must be given to Supra, but fails to address authorization requirements. Supra believes that BellSouth will do nothing to repair DAML lines which meet the performance specified under the parties' current agreement, despite BellSouth's stated policy to the contrary. As such, Supra believes that it should not only be notified, but allowed to reject the use of such technologies.

Supra also asks that language allowing Supra the right to request that lines be brought up to the speeds defined by Table 1 of Hearing Exhibit 16, where technically feasible, or to have service rotated to a standard loop, should be ordered inserted into the interconnection agreement.

BellSouth

BellSouth believes that Supra has failed to provide any grounds under which we may revisit our original ruling, and has mischaracterized the record evidence. BellSouth asserts that Supra's statement that DAML is a line-sharing technology is incorrect. Rather, says BellSouth, DAML is a loop technology. BellSouth contends that Supra's assertion that DAML is cost effective is not supported by a comparative showing of the relative cost of copper loops versus DAML provided loops. BellSouth believes that Supra's assertion that DAML technology is less reliable than bare copper is not supported by Supra through reliability studies or mean time between failure statistics. According to BellSouth, Supra also misquotes the assertions of witness Kephart regarding DAML and the ability of CLECs to ascertain loop makeup. BellSouth agrees with Supra that loop makeup information is available through LFACs, pursuant to the terms and conditions of the proposed interconnection agreement. BellSouth contends that witness Kephart's testimony is consistent with its assertion that DAML is useful in limited circumstances, and is not impeached by the cross-examination questions of Supra. BellSouth concludes that the DAML equipment is not more cost effective than the loop provisioning technique modeled in BellSouth's cost studies using TELRIC.

Decision

As stated at page 51 of Order No. PSC-02-0413-FOF-TP, "In cases where BellSouth makes changes to one of Supra's existing loops that may adversely affect a Supra end user, it is reasonable to require BellSouth to provide prior notification." We find that Supra has identified a matter that we failed to address -- that being the issue of authorization. The record reflects that in a UNE environment in which a UNE loop has been purchased, BellSouth should not only have to notify Supra, but also obtain Supra's authorization before provisioning DAML equipment on a Supra UNE loop, because, as lessee of the UNE loop, Supra is entitled to all of the features, functions and capabilities of that UNE loop. Thus, we reconsider our decision and require that BellSouth obtain authorization from Supra when BellSouth provisions DAML equipment on a Supra UNE loop.

There also appears to be a point that requires clarification. In situations where Supra provides service to customers via resale of BellSouth services, BellSouth shall not be required to notify Supra of its intent to provision DAML equipment on Supra customer lines, as long as it will not impair the voice grade service being provisioned by Supra to its customers. This is consistent with our finding at page 51 of our Order that BellSouth should provide notice when the change may adversely affect a Supra customer.

Supra also asserts that we considered evidence not in the record regarding how much or how little DAML is actually used. Hearing Exhibit 17, a proprietary document, was part of the record in this proceeding and was properly considered in rendering our decision. Thus, reconsideration on this point is denied.

For all these reasons, we grant, in part, and deny, in part, reconsideration on this issue as set forth in this analysis, and provide clarification of the notice requirement outlined herein.

F. Withholding Payments of Disputed and Undisputed Charges/Disconnection.

Supra

Supra argues that we failed to consider its evidence that BellSouth would use its financial leverage and threaten disconnection during a billing dispute to drive Supra out of business. (Motion at 53). Specifically, Supra alleges we failed to consider evidence that BellSouth wrongly disconnected Supra and that BellSouth is illegally withholding access revenues due to Supra. (Motion at 54).

BellSouth

BellSouth argues Supra is distorting our order and is trying to cloud the issue with new testimony. (Opposition at 14). BellSouth argues that Supra's claim about withholding access revenues was not part of the record of this case and therefore cannot be considered for reconsideration. Id.

Decision

Supra's argument with regard to BellSouth using its financial leverage is the same as that presented by Supra during hearing and in its post-hearing brief. We have considered these arguments by Supra and have rejected them. See Order No. PSC-02-0413-FOF-TP at pp. 57-59. As such, we deny Supra's motion for reconsideration on this issue.

Second, Supra makes a request that we clarify how and when charges are to be properly disputed. (Motion at 55). In cases where the motion sought only explanation or clarification of a Commission order, we have typically considered whether our order requires further explanation or clarification to fully make clear our intent. See, e.g., Order No. PSC-95-0576-FOF-SU, issued May 9, 1995. Supra's request for clarification is unwarranted. Our Final Amended Order made it clear that Supra must submit a complaint to us or another appropriate tribunal for a dispute to be valid. See Order No. PSC-02-0413-FOF-TP at p. 58. Further, it is clear that Supra cannot refuse to pay charges simply because it believes BellSouth owes it money. Id. Such unpaid charges constitute valid grounds for disconnection, and Supra cannot avoid disconnection by filing a claim against BellSouth under such circumstances. The intent of our Order was clearly explained, and there is no need for clarification on this point.

Finally, Supra argues that we should reconsider this issue because of alleged inappropriate conduct by this Commission and our staff. More specifically, Supra is referring to an email request by Commissioner Palecki seeking the exact amount of money that BellSouth claims Supra owes it. (Motion at 58). The request, according to Supra, was answered by both General Counsel Harold McLean and Supervising Attorney for the Competitive Markets Section Beth Keating. Id. Supra alleges that both staff members McLean's and Keating's responses were generated from ex-parte communication with BellSouth. (Motion 59-61). BellSouth contends such information should not be considered because it is outside of the record of this case. (Opposition at 15) BellSouth argues, even if it is considered, it does not provide grounds for reconsideration, because Supra provided no evidence that ex-parte conduct occurred other than mere allegations. Id.

This alleged misconduct is not grounds for reconsideration. A motion for reconsideration must "be based upon specific factual matters set forth in the record and susceptible to review." Stewart Bonded Warehouse, Inc., at 317. There is nothing in the record regarding this e-mail exchange. Therefore, this is not grounds for reconsideration, and Supra's motion regarding this issue is denied.

G. InterLATA Transport.

Supra

Supra asserts that BellSouth submitted no record evidence on this issue, that we ignored Supra's evidence, and found in favor of BellSouth without any competent supporting authority. Supra believes the Order is discontinuous, not in accord with the evidence, and contradictory to itself, FCC Order 96-325, 47 C.F.R. and the U.S. Supreme Court. As such, Supra request reconsideration of the issue.

BellSouth

BellSouth believes we resolved this issue by properly construing 47 U.S.C. § 271(a) as holding that it specifically precludes BellSouth from currently providing interLATA services to any carrier. Thus, BellSouth contends that there is no basis for reconsideration of the issue.

Decision

Supra has not identified a point of fact or law which was overlooked or which we failed to consider in rendering our decision. Supra believes that we failed to consider its "mountain of evidence" on this issue. The "mountain of evidence" submitted by Supra fails to show that the leasing of an interLATA transport UNE is not an interLATA service. Though a different conclusion could possibly be drawn based upon an analysis of the term "telecommunications," and whether or not the statutory definition could be construed to possibly differentiate between service to an end user and service provided to a carrier, neither party sought to establish such a distinction on the record in this docket. See

Order No. PSC-02-0413-FOF-TP at pg. 62. As such, we deny reconsideration on this issue.

I. Refusal to Provide Service.

Supra

Supra asserts that BellSouth cannot refuse to provide services ordered by Supra under any circumstances. Supra contends that until prices are set under the agreement or by us, BellSouth must provide the service at prices no less favorable than what it charges itself, an affiliate, or another ALEC, and bill Supra retroactively once charges are set. Supra notes that this is what BellSouth does to its advantage in the arena of collocation, and that this practice is established in the parties' current agreement. Supra believes that in reaching our decision we relied on evidence outside the record that Supra's request for an amendment would be executed in 30 days. Further, according to Supra, our reliance on the conclusion that 47 C.F.R. § 251(e)(1) requires the parties to operate under an approved interconnection agreement is evidence that we failed to understand Supra's position and the record. Supra asks that we reconsider our position and incorporate the language in the parties' current agreement as set forth in the Motion. Such language, asserts Supra, would reduce our workload and provide a standard for each party to be held to for the ordering and payment of new elements and services not invented or envisioned when the agreement becomes effective.

BellSouth

BellSouth contends that Supra provides no basis for reconsideration of this matter, other than the reproduction of provisions of the parties' expired agreement.

Decision

Again, Supra has not identified a point of fact or law which was overlooked or which we failed to consider in rendering our decision. In its Motion, Supra, for the first time, proffers language that it would like inserted into the parties' agreement. No prior request was made on the record. Supra's proposal at this late jucture is inappropriate to be considered within the context

of a Motion for Reconsideration. As such, Supra's motion for reconsideration on this issue is denied.

K. Reciprocal Compensation for calls to Internet Service Providers.

Supra

Supra asks us to include the language setting forth the FCC's new interim recovery mechanism in the new agreement. Supra maintains that the ordering paragraph of the FCC's Order on Remand and Report and Order, FCC 01-131, is clear in that it only precludes the "rates" in existing interconnection agreements, but does not preclude us from allowing Supra to include the same "interim recovery mechanism" language already approved by BellSouth in Section 9.4.7 of the MCI/BellSouth agreement. Supra disagrees that the FCC order requires BellSouth to remove Section 9.4.7 from the MCI agreement involving compensation for ISP bound traffic, and believes that it is clearly entitled as a matter of law to the inclusion of the interim recovery mechanism in the new agreement.

BellSouth

BellSouth believes that Supra's motion offers nothing to justify a reversal of our decision that it does not have jurisdiction to address this issue in light of the FCC's Order on Remand and Report and Order, FCC 01-131.

Decision

Supra has not identified a point of fact or law which was overlooked or which we failed to consider in rendering our decision. Supra quotes us as stating "We would agree that FCC 01-131 does not explicitly state that the FCC allows - or restricts- us from ordering the FCC rates into specific interconnection agreements." This statement was made in agreement with Supra witness Nilson's statement that "[t]he FCC has done nothing that prevents a state commission from ordering the FCC rates into specific interconnection agreements." See Order No. PSC-02-0413-FOF-TP at p. 77. We question Supra's objection to our agreement with a statement of its witness. Supra appears to now be arguing that what it seeks is not the rate, but the compensation mechanism.

Yet the testimony of witness Nilson is replete with the term "rate" in reference to what Supra seeks, noting that "[t]his Commission does not have the authority to set its own rates, but it certainly has the authority to order the FCC interim rates be memorialized within the follow on agreement." It is clear that the compensation regime contemplated by Supra's witness included the formalizing of rates within the new agreement. We properly considered the positions of the parties on this issue, and as such reconsideration of this issue is denied.

L. Validation and Audit Requirements

Supra

Supra contends that in deciding this issue, we erroneously relied upon BellSouth's contention that this issue is among the issues included in our Generic Performance Measurements Docket No. 000121-TP, and addressed in Final Order No. PSC-01-1819-FOF-TP. Supra asserts that the audit in that Order can only be performed at the regional level, and is not OSS specific. Supra believes that since all data are averaged, and all ALECs are treated as one, BellSouth can beat discriminatory practices in one state by manipulating the data in another. Supra asserts that BellSouth has admitted that its retail OSS and ALEC OSS are not at parity, and performance data applicable to Supra cannot be lumped with other ALECs. Supra seeks language in the new agreement which mandates that BellSouth have an independent audit conducted of its performance measurement systems, annual audits, and when requested by Supra, audits when performance measures are changed or added, and that such audits be paid for by BellSouth.

BellSouth

BellSouth believes that the validation and audit requirements set forth in Order No. PSC-01-1819-FOF-TP are appropriate, and that Supra's motion does not identify a point of fact or law that we failed to consider.

Decision

Supra has not identified a point of fact or law which was overlooked or which we failed to consider in rendering our

decision. We note that there was no specific proposal by Supra regarding any additional or alternative validation or audit requirements which were to be included in the agreement. Thus, reconsideration on this issue is denied.

M. The Meaning of "Currently Combines" and other charges.

Supra

Supra seeks to provide telecommunications services to any customer using any combination of elements that BellSouth routinely combines in its own network, and to purchase such combinations at TELRIC rates. Supra believes that as long as it is providing telecommunications service, and not interfering with other users, BellSouth cannot dictate the use of UNEs. Supra states that it is the duty of ILECs to provide unbundled network elements at a level equal to or greater than what the ILEC provides itself. At issue, notes Supra, is who should be responsible for combining such network elements. Supra believes that our reliance on the fact that the FCC specifically declined to adopt the broad interpretation of Rule 51.315(b) that Supra is seeking, is misplaced. Supra contends that the FCC did not rule against the commentators, it merely reserved judgment until the pending appeals illuminated the law.

Supra also contends that our determination that FCC Rule 51.315(b) only requires ILECs not to separate UNEs that are currently combined relies on an Eighth Circuit ruling currently on appeal. In taking this stance, Supra argues that we chose to rule against supporting competition, and instead seek to protect BellSouth's market share.

In addition, Supra believes that we failed to consider the testimony of witness Nilson regarding the issue of State's rights versus Federal rules. Supra asserts that in accommodating Supra's urging in this matter, we would be doing so in areas where there is no prevailing law, definition, or Rule subsection that is currently vacated. Supra also believes that our staff erred in stating that we should not impose requirements that conflict with federal law. The FCC, according to Supra, has recognized that state commissions share a common commitment to creating opportunities for efficient

new entry into the local telephone market, and provide for state commissions to ensure that states can impose varying requirements.

Finally, Supra contends that where the FCC has failed to address the issue, the burden falls upon the state commissions to set specific rules. Supra concludes that it should not be bound by our reliance on previous cases we have heard, where the ALEC failed to properly argue its case. Supra believes we are empowered to foster local competition, and are given extraordinary powers to set local regulations that exceed the Federal regulations in order to do so. Supra asks that UNEs ordinarily combined in BellSouth's network continue to be combined at TELRIC costs, thus avoiding a second conversion step to overcome the legal impediments argued by BellSouth.

BellSouth

BellSouth has argued that the FCC's UNE Remand Order confirmed that it had no obligation to combine network elements for ALECs, when those elements are not currently combined in BellSouth's network. Further, asserts BellSouth, the FCC also confirmed that "except upon request, an incumbent LEC shall not separate requested network elements that the incumbent LEC currently combines." 47 C.F.R. § 51.315(b). BellSouth believes our decision in each previous case has correctly interpreted federal law, and that Supra's motion argues that we should have accepted witness Nilson's legal interpretations. As such, BellSouth believes there is no basis for a reconsideration of this legal issue.

Decision

Supra has not identified a point of fact or law which was overlooked or which we failed to consider in rendering our decision. Our decision was based on prevailing law at the time it was rendered. However, the Supreme Court in Verizon Communications Inc., et al. v. Federal Communications Commission, et al., Case Nos. 00-511, 00555, 00587, 00-590, 00-602, 535 U.S. ____, 2002 WL 970643 (May 13, 2002) has issued a ruling which is controlling and calls for the reassessment of our decision.

FCC Rule 51.315(b) states that "an incumbent LEC shall not separate requested network elements that the incumbent currently

combines." In this proceeding, we mainly considered the meaning of "currently combines" versus "ordinarily combines." Supra has demonstrated no error in our decision as it pertains to the meaning of "currently combines."

This distinction is now moot given the Court's holding in Verizon validating 47 U.S.C. § 51.315(c), which requires an incumbent LEC to "perform the functions necessary to combine unbundled network elements in any manner, even if those elements are not ordinarily combined" in the incumbent's own network. According to the Verizon decision, this obligation would only arise when Supra is unable to do the combining itself. BellSouth would do the combining, for a reasonable cost-based fee, unless: 1) Supra can combine the elements itself; 2) combining the UNEs for Supra would impede BellSouth's own ability to retain responsibility for the management, control, and performance of its own network; or 3) that combining UNEs for Supra would place other competing carriers at a competitive disadvantage.

We previously found that BellSouth must combine UNEs only if the elements are already physically combined in BellSouth's network. See Order No. PSC-02-0413-FOF-TP at p. 88. The Order also states that "we do not believe that FCC Rule 51.309 requires ILECs to combine network elements for ALECS when requested." Order No. PSC-02-0413-FOF-TP at p. 89. These findings are affected by the Verizon decision. As such, we deny reconsideration regarding the meaning of the words "currently combines,". We do, however, find that the new agreement shall contain language stating that BellSouth shall, for a reasonable, cost-based fee, combine elements upon request by Supra, even if they are not ordinarily combined in BellSouth's network, when the following conditions are met: 1) Supra is unable to combine the elements itself; 2) the requested combination does not place BellSouth at a disadvantage in operating its own network; and 3) the requested combination will not place competing carriers at a disadvantage. Based upon our determinations above, reconsideration of this issue is granted, in part, and denied, in part.

N. Rates, Terms, and Conditions for Access to Serve Multi-Tenant Environments.

Supra

It is Supra's position that where single points of interconnection (POIs) do not exist, BellSouth should construct such POIs and Supra should be charged no more that its fair share of the forward-looking cost. Supra maintains that such interconnection points should be fully accessible to Supra technicians without a BellSouth technician being present. Supra believes that we fail to give consideration to the evidence presented by Supra, and instead lean on BellSouth's verbal presentations. Supra believes we violated the FCC UNE Remand Order which calls for a single point of interconnection, increased the lead-time and cost for installing panels, put the full cost burden on each ALEC one at a time, and increased the time to provision new installations without properly defining all of the time intervals involved. Supra asks that we resolve the time frames to complete the work required for non-standard Florida ALEC access terminals.

BellSouth

BellSouth contests Supra's assertions that we have violated Federal rules, pointing out that Supra fails to cite the rules it believes we have violated. Further, BellSouth contends that the FCC has not ignored BellSouth's concerns, but rather addressed network reliability and control in its First Report and Order. Concerning the three points raised by Supra, BellSouth first believes that we correctly determined that access terminals are a technically feasible method of providing ALEC access while maintaining network reliability and security. We noted that once the ALEC makes that investment in access terminals, other ALECs should not be able to use that ALEC's investment without permission. BellSouth also maintains that Supra failed to identify the provisioning intervals it wants us to address. BellSouth believes we should rejected Supra's proposal.

Decision

Supra has not identified a point of fact or law which was overlooked or which we failed to consider in rendering our

decision. Supra states that we failed to consider its arguments after stating that Supra's arguments merited consideration. Supra argues that we cited to other conclusions arrived at in other proceedings and not in this record, instead of dealing with Supra's new arguments directly. However, we did consider Supra's arguments, and indicated in the Order that "It does not appear that any new facts or arguments have been presented in this proceeding to merit a change from our prior decision." Order No. PSC-02-0413-FOF-TP at p. 94. While we did acknowledged that Supra's arguments were worthy of consideration, after reviewing of all the evidence presented on this issue, we did not ultimately find Supra's arguments persuasive. Supra has not identified any error in this decision, but only a disagreement with our conclusion.

Supra also states that we fail to address the issue of the ALECs' access terminal being a violation of the FCC UNE Remand Order (FCC Order 99-238). We did not address this point because there is no violation of the FCC UNE Remand Order. The Order states: "If parties are unable to negotiate a reconfigured single point of interconnection at multi-unit premises, we require the incumbent to construct a single point of interconnection that will be fully accessible and suitable for use by multiple carriers." FCC 99-238, ¶226 (emphasis added). The Order does not dictate that the point be the same point that BellSouth or any LEC uses for its own purposes, but rather one point of connection that is fully accessible and suitable for multiple carriers. Thus, our decision is not contrary to the FCC UNE Remand Order.

Supra also requests that we resolve the issue of time frames for provisioning Florida ALEC access terminals. The issue as worded was not designed to address provisioning intervals of ALEC access terminals, nor was there any testimony on the record in reference to this matter. We find that this is a new argument, and is inappropriate for reconsideration. Given this determination, Supra's Motion for Reconsideration of this issue is denied.

O. Local Circuit Switching Rates.

Supra

Supra believes that its customers should be allowed to freely choose their local service provider regardless of the number of

lines that customer purchases. Supra asserts that we have improperly implemented the FCC's order in this regard. Supra contends that our decision is grounded in the erroneous finding that BellSouth does not bear the burden of proof to show that it offers EELs throughout Density 1 in the top 50 MSAs, and can simply claim that it does in order to deny ALECs local circuit switching at UNE rates. Supra asserts that our position is that BellSouth does not have to prove it has met the pre-conditions of 47 C.F.R. § 51.319(c)(2) before it denies ALECs local switching at UNE rates.

Supra further maintains that there is a world of difference between BellSouth's assertion that it will provide EELs at UNE rates, and its obligation to provide non-discriminatory access to the combinations of unbundled loops and transport throughout Density Zone 1. Supra compares this to our decision on the tandem-switching rate, which we also address within this Order. There, Supra argues, we require Supra to prove that its switches are installed and cover a comparable geographic area before language authorizing Supra to charge tandem rates may be inserted into the final, arbitrated agreement. Supra asks that we reconcile these decisions, because we did not require proof that BellSouth has met the requirement of FCC Rule 51.319(c)(2) before it denied Supra local switching at UNE rates. Supra contends that we have applied a double standard in favor of BellSouth by not requiring BellSouth to submit such proof.

Supra also maintains that there is no evidence in the record that would support a conclusion that alternative providers of local circuit switching exist in Miami, Fort Lauderdale or Orlando. Supra contends that the high markup of BellSouth's "market rate" for unbundled local switching is a clear signal that there is no viable competition in the top three MSAs in Florida. Supra also believes that we failed to consider the effect on UNE-P providers if EELs were available throughout these MSAs. Supra believes that the ability to provide basic residential or business service in the top 50 MSAs by UNE-P would be severely curtailed. Additionally, says Supra, no agreements currently exist for EEL and port combinations, so they must already be combined under Florida's definition of currently combined.

Supra requests that BellSouth not be allowed to charge "market rates" until BellSouth makes a substantive showing that alternative

local switching providers exist and that non-discriminatory access to EELs is available throughout Density Zone 1 in the three affected Florida MSAs. Further, Supra asks that we order BellSouth to make available combinations of EELs and unbundled local switching, whether or not currently combined in any and all end offices and tandems outside Density Zone 1 of the three affected MSAs, and provide the necessary customer premises equipment to which EEL service is delivered within Density Zone 1 of the three affected MSAs.

In addition, Supra argues that we failed to consider that a shorter collocation interval should reduce costs.

BellSouth

BellSouth notes that Supra is seeking reconsideration on this point even though we rejected BellSouth's interpretation of the FCC rules regarding the exemption for unbundling local circuit switching. BellSouth contends that Supra offered no evidence at the hearing to support its claim that remote terminal collocation would take less time. Moreover, BellSouth contends that whatever the interval actually is would have no bearing on unbundled switching costs, and that there is no evidence in the record to support that it would.

BellSouth also challenges Supra's assertion that there is no evidence in the record that would support a conclusion that alternative providers of local circuit switching exist in Miami, Fort Lauderdale, or Orlando. BellSouth also states that Supra ignores the fact that other parties besides BellSouth have self-provisioned switch functionality. Further, BellSouth opines that Supra could self-provision local switching, and apparently intends to do so, according to comments in its Motion.

Decision

Here, Supra reargues the points it raised in its filings, at hearing, and in its post-hearing brief. We have deliberated and rendered a decision based upon all applicable laws, rules, and decisions. See Order No. PSC-02-0413-FOF-TP at pp. 100-101. The pertinent FCC Rule on this point does not require that BellSouth make an affirmative demonstration of its compliance and Supra's

disagreement with our failure to include its own requirement that BellSouth make such a demonstration does not identify an error in our decision. As such, reconsideration of this issue is denied.

P. Tandem Switching.

Supra

Supra requests the reconsideration of our Order declining to address tandem switching. Supra's position is that when Supra's switches serve a geographic area comparable to that served by BellSouth's tandem switch, then Supra should be permitted to charge tandem rate elements. Supra asserts that it seeks language assuring its right to charge the tandem-switch rate upon installation of its switches, in order to avoid further legal challenges and arbitrations with BellSouth. Supra notes that if no switch were ever deployed, no tandem rate may be charged. But once a switch is deployed in a BellSouth central office, Supra would begin to charge the same rate as BellSouth charges, and we would be spared future litigation on this point.

BellSouth

BellSouth believes that a carrier cannot receive the tandem switching rates unless it proves that its tandem switches serve geographic areas comparable to the ILECs' tandem switches. BellSouth contends that we rightly declined to declare Supra's entitlement to the tandem switching rate.

Decision

Supra has not identified a point of fact or law which was overlooked or which we failed to consider in rendering our decision. Supra states that our staff ignored its request for language to be included in the agreement in anticipation of installing a switch. The issue as phrased does not request such language, but rather asks under what criteria can Supra charge the tandem-switching rate, and whether Supra had a switch as of January 1, 2001. Our Order addressed the issue as phrased, and noted that Docket No. 000075-TP will provide further guidance on the subject. See Order No. PSC-02-0413-FOF-TP at pp. 101, 103-104.

Q. Provision of Unbundled Local Loops for DSL Service.

Supra

Supra requests reconsideration of our Order regarding the provision of unbundled local loops for DSL service. Supra asserts that when existing loops are provisioned on digital loop carrier facilities, and Supra requests such loops in order to provide xDSL service, BellSouth should provide Supra with access to other loops or subloops so that Supra may provide xDSL service to a customer. Supra believes that, pursuant to 47 C.F.R. §51.319, an ILEC is required to provide nondiscriminatory access to unbundled packet switching capability only where each of the four stated conditions are satisfied. Here, Supra contends that BellSouth has refused to allow Supra to collocate in remote terminals, and has not supplied Supra with the information necessary to locate and identify existing terminals, or properly complete, the collocation applications. Supra states that the FCC has addressed this in the Final Order of the UNE Remand Order, FCC 99-238 at ¶ 313, which holds that:

> . . . if a requesting carrier is unable to install its DSLAM at the remote terminal. . . the incumbent LECs must provide requesting carriers with access to unbundled packet switching in situations in which the incumbent has placed its DSLAM in a remote terminal.

Supra maintains that we have the authority to provide contractual support for this prong of the issue, and requests that we order BellSouth to provide Supra, at Supra's option, the ability to order collocated DSLAM and unbundled access to packet switching as a UNE at TELRIC cost, wherever BellSouth deploys local switching over DLC facilities, at Supra's request.

Supra also asserts that we denied it discovery of network information. We then opined that Supra failed to meet the "impair" standard of 47 C.F.R. § 51.317(b)(1) says Supra. Our assertion that BellSouth's offer to permit requesting carriers to collocate DSLAM equipment at the RT within about 60 days of a request, is of little comfort in Supra's eyes. Supra believes that given BellSouth's track record with Supra, BellSouth will come up with a plethora of excuses to delay nearly forever the collocations.

Further, Supra asserts that as a UNE-P provider, it should not be required to collocate in order to provide DSL service. It contends that the availability of third-party DSL services that does not use the BellSouth FCC #1 tariffed ADSL transport is non-existent. Supra states that BellSouth has refused to allow this or any other BellSouth DSL component to be deployed over a Supra UNE-P line. Thus, says Supra, there is no third-party market capable of supporting DSL over UNE-P lines except BellSouth, which has claimed a legal right not to serve that market. Supra believes it has no alternative but to attempt to collocate in the estimated 3125 remote terminals in Florida to achieve ubiquitous coverage. Supra believes that our endorsement of BellSouth's position amounts to a barrier to entry. Supra notes that had BellSouth been compelled to provide this level of network information, it could have properly addressed the "impair" standard with information that has since been made accessible to the public as of December 31, 2001.

Finally, Supra believes that a double standard has been applied in favor of BellSouth. Supra contends that this is evidenced by our findings regarding BellSouth's provision of collocation at remote terminals in this issue. Supra argues that we simply accepted BellSouth's representation that collocation in remote terminals could be accomplished in 60 days. Supra contends that its own evidence that for three years BellSouth has delayed implementation of our Orders in Docket No. 980800-TP, FPSC Order PSC-99-0060-FOF-TP, and the findings of the commercial arbitrators was not given due consideration.

Supra believes that we should resolve this problem by moving beyond the rules the FCC established, as provided in FCC Order 96-325, First Report and Order on Local Competition, paragraphs 135-137. Supra states that our ability to resolve this problem by going beyond the FCC's requirements was not seriously considered and is due reconsideration.

BellSouth

BellSouth states that in the UNE Remand Order at paragraph 311, the FCC expressly declined "to unbundle specific packet switching technologies incumbent LECs may have deployed in their networks." Thus, contends BellSouth, Supra is not entitled by law to unbundled packet switching unless four circumstances exist

simultaneously as set out in the FCC rules.[6] BellSouth asserts that Supra does not intend to collocate DSLAM equipment in BellSouth's remote terminals, but seeks a "free ride" off BellSouth's network investment.

BellSouth also contends that while Supra disputes BellSouth's claim that collocation in remote terminals could be accomplished in 60 days, Supra offered no evidence at the hearing to support its claim that remote terminal collocation would take less time. As such, BellSouth argues that Supra has no basis for disputing BellSouth's estimate.

Decision

Supra has not identified a point of fact or law which was overlooked or which we failed to consider in rendering our decision. See *Order No. PSC-02-0413-FOF-TP at pp. 116-118.* Supra also takes the position that data released to the public after December 31, 2001, demonstrates how badly Supra's case was prejudiced by our earlier denial of a discovery request. This new argument does not lay the foundation for reconsideration. See Stewart Bonded Warehouse, Inc. v. Bevis, 294 So. 2d 315, 317 (Fla. 1974). Thus, Supra's request for reconsideration of this issue is denied.

S. Access to Databases.

Supra

Supra argues that BellSouth's ALEC OSS interfaces provide discriminatory access and that pursuant to the 1996 Act and FCC rules and orders, Supra is entitled to nondiscriminatory access to BellSouth's OSS. Supra believes that the evidence it has presented establishes that, absent direct access to BellSouth's own OSS, Supra will never be on equal footing with BellSouth, and will therefore always be at a competitive disadvantage. Supra believes

[6]The record reflects that BellSouth actually allows collocation in its remote terminals; thus, at least one of the four conditions is not met.

that its confidential exhibits, witness testimony, substantial citations, and the

> . . . mountain of evidence put forth by Supra was virtually ignored by this Commission, and without pointing to any record evidence, the Commission simply accepted BellSouth's argument that its OSS interfaces provide ALECs with nondiscriminatory access in accordance with FCC rules.

Motion at p. 127.

Supra also believes that we failed to acknowledge the 10.9% of ALEC LSRs that are electronically submitted through BellSouth's ALEC OSS but which fall out for manual/human intervention. This compares, says Supra, to the 0% mechanized fallout experienced by BellSouth, and is in addition to the 11% of ALEC submitted LSRs that must be manually submitted in the first place. Supra questions our findings of technical infeasibility in ALECs obtaining direct access to BellSouth's OSS interfaces. Supra does not believe that BellSouth has met its burden of proof of that infeasibility. Supra also believes we could have used our ability to propound discovery to resolve this matter if we believed that direct access is not technically feasible. Supra believes that it provided thousands of pages of evidence, while BellSouth proffered non-credible exhibits and allegations of infeasibility. Supra contends that we should reconsider this issue, and BellSouth should be ordered to provide Supra with direct access to its OSS.

BellSouth

BellSouth maintains that the variety of interfaces available to ALECs provide them with non-discriminatory access to BellSouth's OSS as required by the 1996 Act. BellSouth believes that Supra seeks a process which must be identical to every function, system, and process used by BellSouth. According to BellSouth, this does not conform to the legal standard established by the Act and the FCC. BellSouth asserts that the FCC requires an ILEC such as BellSouth to provide access to OSS functionality for pre-ordering, ordering, provisioning, maintenance and repair, and billing functionality for resale services in substantially the same time and manner as BellSouth provides for itself. In the case of UNEs,

states BellSouth, it must provide a reasonable competitor with a meaningful opportunity to compete. BellSouth maintains that the FCC follows a two-step approach to determine if a BOC has met the non-discrimination standard for each OSS function; (1) whether there are in place the necessary systems and personnel to provide sufficient access to each of the necessary functions, and (2) whether the BOC is adequately assisting competing carriers to understand how to implement and use all the OSS functions available to them. Then, says BellSouth, the FCC will determine whether the OSS functions deployed are operationally ready.

BellSouth responds that if Supra were to actually obtain access to the retail ordering systems used by BellSouth, it could only submit orders for BellSouth retail services. BellSouth does not believe that Supra has made a showing that the interfaces available to it are insufficient, and requests that the Motion be denied.

Decision

Supra has not identified a point of fact or law which was overlooked or which we failed to consider in rendering our decision. See Order No. PSC-02-0413-FOF-TP at pp. 120-122. We find Supra's reading of the FCC's Third Report and Order flawed. By way of example, Supra places considerable emphasis on paragraph 433, which states that "We therefore require incumbent LECs to offer unbundled access to their OSS nationwide." A proper reading would recognize that the LEC has to provide nondiscriminatory access to the functionality of the incumbent's OSS in order for the ALEC to have a meaningful opportunity to compete. We do not construe The FCC's Order to require unbridled access to all of the incumbent's databases. The balance of Supra's discussion reargues points raised in various forms throughout the proceeding, and as such do not establish a basis for reconsideration.

T. Standard Message Desk Interface-Enhanced (SMDI-E) and Corresponding Signaling associated with Voice Mail Messaging.

Supra

Supra's position is that SMDI and Inter-Switch Voice Messaging Service (ISVM) signaling provided to voicemail systems are comprised of core hardware and software components of the Class 5 end office switch combined with SS7 signaling. As such, says Supra, they are already included in the cost models used to derive the UNE rate. Supra believes that BellSouth's own testimony on this matter is consistent with Supra's position. Supra contends that witness Kephart's testimony which focused largely on the transport facility used to carry the SMDI, and not the signal itself, was confused to be part of SMDI. Supra notes that the "data link" referenced by witness Kephart is not included in the BellSouth FCC #1 tariff for SMDI and even under the tariff must be ordered separately, or provisioned by a UNE or by Supra. Supra does not believe we understood the technical nature of this issue. Supra asserts that an error in the testimony of witness Kephart was refuted by Mr. Nilson, yet made its way into our Order.

Supra believes our analysis is flawed in that it is based upon the misleading conclusion of witness Kephart, which asserts that Supra was trying to provide an information service or a non-telecommunications service. Supra contends that it never represented what it intended to make with the unbundled SMDI, ISVM and its links, and it believes such information is irrelevant to this issue. According to Supra, 47 C.F.R. § 51.309(c) protects it from this very sort of discrimination. Supra believes we ignored evidence that such functionality was already part of the cost basis of ULS.

It is Supra's contention that we went on to reverse our earlier finding that voicemail is a telecommunications service, and without any consideration of the legal issues, we found that BellSouth did not have to provide SMDI or SMDI-E as a feature, function, and capability of the ULS UNE. Supra states that we failed to consider the argument in witness Nilson's direct testimony which shows that there is no separate signaling network required to transmit messages switch to switch. Supra asserts that

it is all part of the basic switch port functionality, and has been so for many years. Supra also states that the Lucent documentation cited by witness Nilson shows that there are no elements in witness Kephart's definition of SMDI-E that are not required to place a voice call between two switches, except the data link. Supra agrees with BellSouth that the data link is a separately priced transport facility, but maintains that the SMDI and SMDI-E (ISMDI) signaling are inseparable from the cost of providing basic local service.

Supra also believes that we failed to recognize that BellSouth and Supra actually agreed that SMDI is a feature of the ULS. We incorrectly focused on the data link, says Supra, an item that was not in contention between the parties. Supra argues that we, therefore, fashioned our own findings which are not supported by the record.

BellSouth

BellSouth believes that Supra attempts to combine various network elements in its discussion of unbundled local switching. BellSouth argues that Supra defines unbundled SMDI as part of the signaling network, rather than as part of unbundled local switching, which BellSouth asserts is the issue at hand. Indeed, says BellSouth, access to unbundled local switching and access to unbundled signaling and call related databases are covered under two different 271 checklist items in the 1996 Act. BellSouth believes that Supra's Motion might lead to the erroneous conclusion that everything is part of unbundled local switching if it is used during a call. BellSouth urges us to ignore Supra's attempt to blur the clear lines drawn by the Telecommunications Act, such that Supra would receive SMDI functionality for free.

Decision

Supra has failed to identify a point of fact or law which was overlooked or which we failed to consider in rendering our decision. We properly considered the evidence and record presented and rendered a decision based upon the material proffered. See Order No. PSC-02-0413-FOF-TP at pp. 128-131. The fact that we arrived at a different conclusion from Supra is not grounds for

reconsideration. As such, Supra's Motion regarding this issue is denied.

V. Capacity to Submit Orders Electronically.

Supra

Supra seeks a contractual provision requiring BellSouth to provide Supra with the capacity to submit orders electronically for all wholesale services and elements. Supra believes that we, as well as BellSouth, simply miss the point on this issue. Supra does not submit service orders because BellSouth refuses to provide Supra with the ability to do so. Rather, according to Supra, it submits LSRs, which BellSouth then processes into service orders. This is different from BellSouth's retail operation, says Supra, which does submit service orders. Supra then incorporates its arguments addressing access to databases (Section/Issue S), and contends that our decision is grounded in the erroneous finding that BellSouth does not have to provide nondiscriminatory access to BellSouth's OSS.

BellSouth

BellSouth asserts that there is no requirement that every LSR be submitted electronically, claiming that its own retail operations use manual processes for certain order types. BellSouth believes that Supra's Motion points to no fact or legal principle that we failed to consider, and as such reconsideration is not appropriate.

Decision

We find that Supra has not identified a point of fact or law which was overlooked or which we failed to consider in rendering our decision. As noted in the Order, Supra presented very limited testimony on this issue. See Order No. PSC-02-0413-FOF-TP at p. 133. Although Supra more fully develops its argument in its Motion for Reconsideration, this is inappropriate at this stage and essentially constitutes new argument. Thus, Supra's additional, more fully developed arguments on this point shall not be considered, because these arguments could have been addressed by Supra in its prior pleadings. Furthermore, they do not identify a